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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0006; Expires May 31, 2020

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely inade available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name and Address of Registrant		2. Registration No.
S.G.R. LLC Government Relations and Lobbying, 1775 I St. N	W, Suite 410, Washington D.C. 20006	6379
3. Name of Foreign Principal The Ministry of Foreign Affairs and International Cooperation of the Kingdom of Morocco (through JPC Strategies LLC)	4. Principal Address of Foreign Principa 7 rue F. Roosevelt Rabat, Morocco	
5. Indicate whether your foreign principal is one of the following Government of a foreign country! Foreign political party Foreign or domestic organization: If either, check or Partnership Corporation Association	ne of the following: Committee Voluntary group	
☐ Individual-State nationality	Outer (specify)	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant The Ministry of Foreign Affairs and International 6 b) Name and title of official with whom registrant de	als	
7. If the foreign principal is a foreign political party, state: a) Principal address NA	Attairs and international Cooperation of t	ne Ningdom of Morocco
b) Name and title of official with whom registrant de	eals NA	

1"Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3

	 			
	ncipal is not a foreign governme		:	
•	e nature of the business or activ	ity of this foreign principal.		
NA				
	•			
	:			
b) Is this f	oreign principal:			
Supervised	by a foreign government, foreig	n political party, or other for	eign přincipal	Yes 🔲 No 🔲
Owned by a	a foreign government, foreign po	olitical party, or other foreign	principal	Yes 🔲 No 🗍
Directed by	a foreign government, foreign j	political party, or other foreig	m principal	Yes 🔲 No 🗀
_	by a foreign government, foreig		- -	Yes ☐ No ☐
	y a foreign government, foreign		~ • · · · · ·	Yes 🗆 No 🗀
	in part by a foreign government		• • •	Yes 🗀 No 🗀
0100,011000	in part of a toroign go terminone	, roroigii pontiour party, or of	not toroign principal	read no d
9 Explain fully all i	tems answered "Yes" in Item 8(h) (If additional space is no	eded a full insert name	must he used)
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	incipal is an organizațion and is		foreign government, fo	reign political party or other
	l, state who owns and controls it	i.		
NA				
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<u> </u>		EXECUTION		- Un
		EAECUTION		
In accordance wi	ith 28 U.S.C. § 1746, the unders	igned swears or affirms unde	r penalty of perjury that	he/she has read the
information set for	orth in this Exhibit A to the reginer entirety true and accurate to	stration statement and that he	she is familiar with the	contents thereof and that such
contents are in th	ieir entirety true and accurate to	the best of his/her knowledg	e and belief.	
	•		•	·
Date of Exhibit A	Name and Title		Signature/	2//
1111-11	James G. Miller			
1/11/2018	James G. Miller		'/X_	> har
1		and the second of the second of the		

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Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information flied with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503

Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20					
1. N	ame of Registrant	2. Registration No.			
S.G.R. LLC Government Relations and Lobbying		6379			
3. N	ame of Foreign Principal	- 			
Th	e Ministry of Foreign Affairs and International Coope	ration of the Kingdom of Morocco (through JPC Strategies LLC)			
	Chec	k Appropriate Box:			
4. 🗵	The agreement between the registrant and the above checked, attach a copy of the contract to this exhibit	-named foreign principal is a formal written contract. If this box is			
5. 🗖	foreign principal has resulted from an exchange of c	strant and the foreign principal. The agreement with the above-named orrespondence. If this box is checked, attach a copy of all pertinent osal which has been adopted by reference in such correspondence.			
6. 📋	The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.				
7. D	escribe fully the nature and method of performance of	the above indicated agreement or understanding.			
ac in	tivities on behalf of, the government of the Kingdom	insist of assisting in the representation of, and government relations in of Morocco with the US government, and the development and overnment of the Kingdom of Morocco, and promotion of business			

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8.	Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.				
	Perform government relations activities on behalf of the government of the Kingdom of Morocco with the US government, and implement a public relations strategy for the promotion of business with the Kingdom of Morocco.				
•					
) <u>.</u>	Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in				
	the footnote below? Yes 🖾 No 🗌				
	If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.				
	The registrant shall accomplish these objectives by advising the foreign principal in promoting the foreign principal's strategic partnership with the United States.				
	EXECUTION				
	·				
Ĭt	accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the				
ir	information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such ontents are in their entirety true and accurate to the best of his/her knowledge and belief.				
) -	te of Exhibit B Name and Title Signature				
Ja					
Į	James G. Miller, Principal				
00	thote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence and the Comment of the United States or that the person intends to, in any way influence and the Comment of the United States or that the person intends to, in any way influence and the Comment of the United States or the Uni				
om	agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the estic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political				
rt	y				

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into this day of January 2, 2018, by and between SGR Government Relations and Lobbying, LLC, located at 1775 I Street, NW, #410, Washington, D.C. 20006 ("Contractor"), and JPC Strategies, LLC located at 812 K Street, NE, WASHINGTON, DC 20002 ("Client"), both of whom recite as follows:

1. Recitals.

WHEREAS, the Client desires to engage the Contractor to provide representation and public affairs support related to JPC Strategies, LLC's client, the "Kingdom of Morocco";

WHEREAS, the Contractor is skilled in providing such services and is available and willing to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties to hereby covenant and agree as follows:

Retainer.

The Client hereby retains the Contractor as consultants and advisors with regard to various federal legislative and public affairs issues.

3. Services to be Performed.

The Contractor undertakes to monitor and evaluate various issues and to advise the Client on the components of a public affairs and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.

The Contractor will perform such other services with regard to issues as are mutually agreed to between the Client and the Contractor.

4. Compensation.

As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$15,000 per month, within ten (10) days of the beginning of each new calendar month.

5. Term.

The term of this Agreement is eighteen (18) months commencing January 2, 2018.

Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

Page 1 of 2

Final Agreement.

This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8. Modifications.

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of both parties.

9. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

Notices.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the addresses appearing below.

This Agreement may be executed by facsimile (including "pdf" by email) and in two or more counterparts, or scanned versions of the original signature pages, which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The parties hereto have caused this Agreement to be signed as of the day and year first above written in the Introduction Paragraph.

CONTRACTOR:

By: O H James Courtovich

SGR Government Relations and Lobbying, LLC

CLIENT: JPC Strategies, LLC

By: James Christoferson

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